

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
19-CA-297757Date Filed
6/16/2022**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer All Good Northwest		b. Tel. No. (971) 380-7590
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 1300 SE Stark Street, Suite 211 OR Portland 97214	e. Employer Representative (b) (6), (b) (7)(C)	g. e-mail (b) (6), (b) (7)(C)@allgoodnw.org
		h. Number of workers employed 46
i. Type of Establishment (factory, mine, wholesaler, etc.) Services	j. Identify principal product or service Homeless shelter	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3,1,4 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Lane Toensmeier
AFSCME Council 75

4a. Address (Street and number, city, state, and ZIP code) 6025 E Burnside OR Portland 97215	4b. Tel. No. (503) 358-6084
	4c. Cell No. (503) 358-6084
	4d. Fax No. (503) 239-9441
	4e. e-mail lane@oregonafscme.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

American Federation of State County and Municipal Employees

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.



Lane Toensmeier

(signature of representative or person making charge)

(Print/type name and title or office, if any)

6025 E Burnside

Address Portland OR 97215

Date 06/16/2022 01:35:35 PM

Tel. No.
(503) 358-6084Office, if any, Cell No.
(503) 358-6084Fax No.
(503) 239-9441e-mail
lane@oregonafscme.org**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022

8(a)(4)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) filed charges or cooperated with the NLRB.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204-2170

Agency Website: www.nlrb.gov
Telephone: (503)326-3085
Fax: (503)326-5387



Download
NLRB
Mobile App

June 16, 2022

(b) (6), (b) (7)(C)

All Good Northwest
1300 SE Stark Street, Suite 211
Portland, OR 97214

Re: All Good Northwest
Case 19-CA-297757

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner Emily B. Wiant whose telephone number is (503)326-3185.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

RONALD K. HOOKS
Regional Director

A handwritten signature in black ink, appearing to read "Jessica Dietz", with a large, stylized loop at the end.

By:
JESSICA DIETZ
Officer in Charge

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 36
Green-Wyatt Federal Building
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Download
NLRB
Mobile App

June 16, 2022

Lane Toensmeier, Staff Attorney
Oregon AFSCME Council 75
6025 E Burnside Street
Portland, OR 97215-1267

Re: All Good Northwest
Case 19-CA-297757

Dear Mr. Toensmeier:

The charge that you filed in this case on June 16, 2022 has been docketed as case number 19-CA-297757. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner Emily B. Wiant whose telephone number is (503)326-3185.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

RONALD K. HOOKS
Regional Director



By:

JESSICA DIETZ
Officer in Charge

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
All Good Northwest

Cases 19-CA-294909
19-CA-297757

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around each facility operated by the Charged Party, including all places where the Charged Party customarily posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English on its intranet available to all employees and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet posting become necessary, the Charged Party will provide appropriate intranet access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice to Employees in English to all employees. The message of the e-mail transmitted with the Notice will state: "We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Cases 19-CA-294909 and 19-CA-297757." To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

READING OF NOTICE—The Charged Party will hold a Zoom meeting, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English in the presence of a Board agent. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

MANDATORY TRAINING FOR SUPERVISORS AND MANAGERS — Charged Party will schedule with Region 19 a mandatory 45-minute training session, to take place during the supervisors' and managers' work day, to be conducted by a Board Agent. This training must be scheduled and completed within 60 days of the approval of this Agreement. The training session will cover employee rights protected under the National Labor Relations Act and will include additional time for questions and answers. The Region will conduct the training session at an agreed upon date and time within the 60-day posting period, but should the parties fail to agree upon a training date and/or time, the Regional Director of Region 19 shall have sole discretion to select the date and time for the training session. Charged Party will instruct its supervisors and managers that their

Initials: *MS*

attendance at the training session is mandatory. Charged Party will create an attendance list including the names of all supervisors and managers in attendance at the mandatory training and will provide a copy of that document to the Regional Director within 14 days from the day of the training session. Required to attend this training (assuming the following individuals remain employed by Charged Party at the time of the scheduled training) are (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will provide the Regional Director for the employee named below with 1) payment making them whole in the amounts opposite their names; 2) a Backpay report allocating the payment(s) to the appropriate calendar year; and 3) a copy of the IRS Form W-2 for wages earned in the current calendar year. The Charged Party will make appropriate withholdings for the named employees. No withholdings shall be made from the interest, expenses or excess tax liability portions of the backpay.

Name	Back Pay	Expenses	Pecuniary Harm	Interest	Excess Tax Liability	Front Pay	Total
(b) (6), (b) (7)(C)	\$10,920	\$1,558	\$0	\$350	\$1442	\$5,500	\$20,220

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

Initials: *M.D.*

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

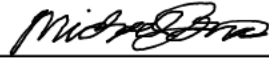
Yes _____ No _____
Initials *MJ.* Initials

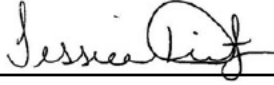
PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

Initials: *MJ.*

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party All Good Northwest		Charging Party Oregon AFSCME Council 75	
By:	Date	By:	Date
	2/1/2023	/s/ Lane Toensmeier	2-3-23
Michael Jonas, Attorney		Lane Toensmeier, Attorney	

Recommended By:	Date	Approved By: Ronald K. Hooks Regional Director, Region 19	Date
/s/ <i>Emily Wiant</i>	2/3/2023		2/3/2023
Emily Wiant, Field Examiner		Jessica Dietz, Officer-in-Charge	

Initials: 

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT threaten to fire you if you discuss safety concerns, lack of training, or union organizing.

WE WILL NOT threaten that you will have to reapply for your job and you may not be rehired if a union comes in.

YOU HAVE THE RIGHT to discuss union activities with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

YOU HAVE THE RIGHT to message your coworkers about unions and **WE WILL NOT** do anything to interfere with your exercise of this right.

WE WILL NOT disparately apply our no posting work rule to prohibit the posting of union-related flyers while allowing other non-work postings.

WE WILL rescind our work rule prohibiting employees from using our name, logo, and branding.

WE WILL NOT fire you for union organizing or discussing your terms and conditions of employment with the news media and your coworkers. **YOU HAVE THE RIGHT** to engage in union organizing and to discuss your terms and conditions of employment with the news media and your coworkers.

WE WILL pay (b) (6), (b) (7)(C) who has waived (b) (6), (b) (7) rights to reinstatement, for all wages and other benefits (b) (6), (b) (7) lost because we discharged (b) (6), (b) (7) including interest and tax liabilities.

WE WILL remove from our files all references to the discharge of (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7) in writing that this has been done and that (b) (6), (b) (7) discharge will not be used against (b) (6), (b) (7) in any way.

WE HAVE agreed to arrange training by the National Labor Relations Board to inform our supervisors and managers of your rights under the Act.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Initials: MS.

All Good Northwest

(Employer)

Dated: 2/1/23

By: Michael Jonas, Attorney of Record

(Representative)

(Title)

19-CA-294909 and 19-CA-297757

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204-2170

Telephone: (503) 326-3085

Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: _____

MJ.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
All Good Northwest

Cases 19-CA-294909
19-CA-297757

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

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READING OF NOTICE—The Charged Party will hold a Zoom meeting, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English in the presence of a Board agent. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

MANDATORY TRAINING FOR SUPERVISORS AND MANAGERS — Charged Party will schedule with Region 19 a mandatory 45-minute training session, to take place during the supervisors' and managers' work day, to be conducted by a Board Agent. This training must be scheduled and completed within 60 days of the approval of this Agreement. The training session will cover employee rights protected under the National Labor Relations Act and will include additional time for questions and answers. The Region will conduct the training session at an agreed upon date and time within the 60-day posting period, but should the parties fail to agree upon a training date and/or time, the Regional Director of Region 19 shall have sole discretion to select the date and time for the training session. Charged Party will instruct its supervisors and managers that their

Initials: LT

attendance at the training session is mandatory. Charged Party will create an attendance list including the names of all supervisors and managers in attendance at the mandatory training and will provide a copy of that document to the Regional Director within 14 days from the day of the training session. Required to attend this training (assuming the following individuals remain employed by Charged Party at the time of the scheduled training) are (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will provide the Regional Director for the employee named below with 1) payment making them whole in the amounts opposite their names; 2) a Backpay report allocating the payment(s) to the appropriate calendar year; and 3) a copy of the IRS Form W-2 for wages earned in the current calendar year. The Charged Party will make appropriate withholdings for the named employees. No withholdings shall be made from the interest, expenses or excess tax liability portions of the backpay.

Name	Back Pay	Expenses	Pecuniary Harm	Interest	Excess Tax Liability	Front Pay	Total
(b) (6), (b) (7)(C)	\$10,920	\$1,558	\$0	\$350	\$1442	\$5,500	\$20,220

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

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AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials


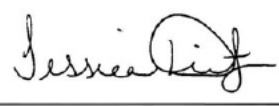
No _____
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

Initials: LT

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party All Good Northwest		Charging Party Oregon AFSCME Council 75	
By:	Date	By:	Date
<u>/s/ Michael Jonas</u> Michael Jonas, Attorney	2/1/2023	 Lane Toensmeier, Attorney	2-3-23
Recommended By:	Date	Approved By: Ronald K. Hooks Regional Director, Region 19	Date
<u>/s/ Emily Wiant</u> Emily Wiant, Field Examiner	2/3/2023	 Jessica Dietz, Officer-in-Charge	2/3/2023

Initials: LT

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT threaten to fire you if you discuss safety concerns, lack of training, or union organizing.

WE WILL NOT threaten that you will have to reapply for your job and you may not be rehired if a union comes in.

YOU HAVE THE RIGHT to discuss union activities with your coworkers and **WE WILL NOT** do anything to interfere with your exercise of that right.

YOU HAVE THE RIGHT to message your coworkers about unions and **WE WILL NOT** do anything to interfere with your exercise of this right.

WE WILL NOT disparately apply our no posting work rule to prohibit the posting of union-related flyers while allowing other non-work postings.

WE WILL rescind our work rule prohibiting employees from using our name, logo, and branding.

WE WILL NOT fire you for union organizing or discussing your terms and conditions of employment with the news media and your coworkers. **YOU HAVE THE RIGHT** to engage in union organizing and to discuss your terms and conditions of employment with the news media and your coworkers.

WE WILL pay (b) (6), (b) (7)(C) who has waived (b) (6), (b) (7)(C) rights to reinstatement, for all wages and other benefits (b) (6), (b) (7)(C) lost because we discharged (b) (6), (b) (7)(C) including interest and tax liabilities.

WE WILL remove from our files all references to the discharge of (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that (b) (6), (b) (7)(C) discharge will not be used against (b) (6), (b) (7)(C) in any way.

WE HAVE agreed to arrange training by the National Labor Relations Board to inform our supervisors and managers of your rights under the Act.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Initials: LT

All Good Northwest

(Employer)

Dated: _____

By: _____
(Representative) (Title)

19-CA-294909 and 19-CA-297757

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204-2170

Telephone: (503) 326-3085
Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: LT



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204-2170

Agency Website: www.nlrb.gov
Telephone: (503)326-3085
Fax: (503)326-5387

December 28, 2022

(b) (6), (b) (7)(C)

All Good Northwest
1300 SE Stark Street, Suite 211
Portland, OR 97214

Re: All Good Northwest
Case 19-CA-297757

Dear (b) (6), (b) (7)(C)

This is to advise that I have approved the partial withdrawal of the 8(a)(4) allegation that:

On about (b) (6), (b) (7)(C) 2022, the Employer discharged (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) filed charges or cooperated with the NLRB.

All other allegations remain outstanding and subject to further processing.

Very truly yours,

RONALD K. HOOKS
Regional Director

By:

JESSICA DIETZ
Officer in Charge

cc: Lane Toensmeier, Staff Attorney
Oregon AFSCME Council 75
6025 E Burnside Street
Portland, OR 97215-1267

CERTIFICATION OF POSTING

RE: All Good Northwest
Case(s) 19-CA-294909,19-CA-297757

Due Date: February 20, 2023

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on (date) 2/20/2023 at the following locations: (List specific places of posting)

BIPOC Village: 84 NE Weidler Ave. Portland, OR 97232
QA Village: 2300 SW Naito Pkwy Portland, OR 97201
MSRV: 2731 SW Multnomah Blvd. Portland, OR 97249
Rockwood: 121 NE 181st Ave Portland, OR 97230
Market St: 120 SE Market St. Portland, OR 97214
HQ: 1300 SE Stark St. STE 211 Portland, OR 97214

A legible copy of the signed Notice, displaying full text of the Notice, including the date, signature and title of the responsible official of the Employer was e-filed together with this Certification.

Intranet Posting

The signed and dated Notice to Employees in the above matter was posted on the Employer's intranet/website on (date) 2/20/2023. A screen shot of the intranet/website posting was e-filed together with this Certification.

E-Mailing Notice

The signed and dated Notice to Employees in the above-captioned matter was distributed via email on (date) 2/20/2023 to all employees. A copy of this distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice, was e-filed via the Agency's e-filing portal at www.nlr.gov together with this Certification.

I have completed this Certification of Posting and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By: **(b) (6), (b) (7)(C)**

Title: _____

Date: 2/20/2023

This form should be returned to the Regional Office together with **ONE** original Notice, dated and signed in the same manner as those posted. The Certification of Posting form and color-scanned signed Notice should be returned via e-file. Please do not e-mail or physically send hard copies of the Certification of Posting form or Notice at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

RE: All Good Northwest
Cases 19-CA-294909 & 19-CA-297757

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

Read Notice Aloud to Employees

As set forth below, the Employer/Board Agent read the Notice aloud to its employees.

Date(s) and Time(s) of Notice Reading	April 5, 2023 8am & 3pm
Method of Announcement	Verbal
Name and Title of Employer Official	(b) (6), (b) (7)(C)
Additional Notes	

Mandatory Training

On (date) 4/3/2023, the Mandatory Training was conducted to all supervisor and managers who work at the facility by (insert name and title of the person who conducted the training) (b) (6), (b) (7)(C). A copy of the list of names of attendees has been e-filed.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By:

(b) (6), (b) (7)(C)

Title:

Date:

4/27/2023

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: February 20, 2023

**RE: All Good Northwest
Case(s) 19-CA-294909,19-CA-297757**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

Rule Rescinded

On (date) 2/20/2023, the Employer rescinded the rule that prohibits employees from using Employer's name, logo, and branding. **Submit documentary evidence, such as a copy of the handbook or intranet site showing that the Employer rescinded the rule, via e-file at www.nlr.gov.**

Expunged Records

On (date) 2/20/2023, the Employer removed from its files all reference to the discharge of (b) (6), (b) (7)(C) and notified the employee that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By:

(b) (6), (b) (7)(C)

Title:

Date:

4/27/2023

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Agency Website: www.nlrb.gov
Telephone: (206)220-6300
Fax: (206)220-6305

May 9, 2023

Michael Jonas, Attorney
Rational Unicorn Legal Services
226 SE Madison Street, Suite 155
Portland, OR 97214
michael@rationalunicorn.com

SERVED BY EMAIL ONLY

Re: All Good Northwest
Cases 19-CA-294909 & 19-CA-297757

Dear Michael Jonas:

The above-captioned cases have been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement and submission of (b) (6), (b) (7)(C) 2023 W-2 form.

Very truly yours,

RONALD K. HOOKS
Regional Director

cc:

(b) (6), (b) (7)(C)
All Good Northwest
1300 SE Stark Street, Suite 211
Portland, OR 97214
(b) (6), (b) (7)(C)@allgoodnw.org

Lane Toensmeier, Attorney
Oregon AFSCME Council 75
6025 E Burnside Street
Portland, OR 97215-1267
lane@oregonafscme.org